

8/604975  
76 Rec'd PCT/PTO 25 MAR 1996

Attorney Docket No. ITI-169

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: KEVAN TAYLOR  
International Application No.: PCT/GB94/00995 **RECEIVED**  
International Filing Date: 9 May 1994 10 JUN 1996  
Serial No.: to be assigned **Legal Staff**  
Filed: Herewith **International Division**  
For: LINING OF PIPELINES OR  
PASSAGEWAYS

Date: March 25, 1996

PETITION PURSUANT TO 37 C.F.R. §§ 1.47(b)

Hon. Commissioner of Patents and Trademarks  
Washington, D.C. 20231

S I R:

The undersigned hereby petitions pursuant to 37 C.F.R. §§ 1.47(b) that the above identified application be accepted for filing in the national phase and receive a filing of this Petition and that petitioner be allowed to fully prosecute the application on the merits on behalf of and as agent for the inventor in view of the fact that the inventor cannot be found or reached after diligent effort.

Accordingly, filed herewith in support of this petition is:

- (1) a Declaration, Power of Attorney and Petition;
- (2) a Declaration of Andrew M. Donlan, attesting to his efforts to locate inventor Kevan Taylor in the U.K.;
- (3) a Declaration of Regan L. Trumper, attesting to his efforts to locate inventor Kevan Taylor in the U.S.; and

(4) Declaration of William A. Martin showing sufficient proprietary interest by the Insituform companies in this matter justifying this action.

#### DISCUSSION

This application is the U.S. national phase of PCT Application No. PCT/GB94/00995, filed 9 May 1994 and is being filed in the U.S. Patent and Trademark Office herewith, within the time limits of the Convention to receive priority of the PCT application. The application is being filed without signature of the inventor, because the inventor was not found or reached after diligent effort. Attempts have been made by the Declarants to obtain signatures from the inventor at his last known address in the United States and in the United Kingdom.

The Rules of the Patent and Trademark Office authorize filing of an application signed by the legal representative when an inventor cannot be found or reached after diligent effort. C.F.R. §1.42 provides for signatures by the legal representative. In cases where the inventor cannot be found or reached, 37 C.F.R. § 1.47(b) allows signature by an assignee as follows:

Whenever an inventor . . . cannot be found or reached after diligent effort, a person to whom the inventor has assigned or agreed in writing to assign the invention or who otherwise shows sufficient proprietary interest in the matter justifying such action may make application for patent on behalf of and as agent for the inventor. The oath or declaration in such an application must be accompanied by a petition including proof of the pertinent facts and a showing that such action is necessary to preserve the rights of the parties or to prevent irreparable damage, and by the required fee (1.17(h)) and must state the last known address of the inventor.

37 C.F.R. § 1.47(b) provides that upon a showing that the inventor cannot be found or reached and that it is necessary to preserve the rights of the petitioner, the petitioner shall be allowed to make application for patent on behalf of and as agent for the inventor.

Accordingly, as the Declarations accompanying this Petition demonstrate, 37 C.F.R. § 1.47(b) has here been satisfied as follows:

(1) William A. Martin, Vice President and Secretary, of Insituform Technologies, Inc. ("ITI") has confirmed ownership of the invention by ITI and its subsidiaries through Employment Agreements signed by Kevan Taylor.

(2) Andrew M. Donlan has diligently attempted to reach and/or locate Kevan Taylor at his last known address in the U.K. without success.

(3) Regan L. Trumper has diligently attempted to reach and/or locate Kevan Taylor at his last known address in the U.S. without success.

(4) Kevan Taylor, the inventor agreed in writing to assign the invention described in the application to ITI thereby shows proof of a proprietary interest to the invention of this application. A copy of that agreement dated 19 July 1993 is attached to the Declaration of William A. Martin as Exhibit A;

(5) Filing of the application by the owner of the invention is necessary to preserve the rights of Insituform and to prevent irreparable damage. The priority date of the underlying

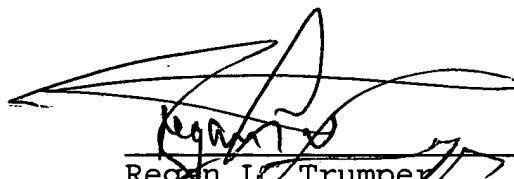
application, is September 25, 1993, within the 30 month limit allowed by the Convention and 35 U.S.C. § 119, and the U.S. application is therefore entitled to the priority date of the PCT application. Insituform will be irreparably harmed by the loss of this priority date and will not be able to preserve its rights under the Convention.

Petitioner respectfully requests a favorable response to this petition and that Petitioner be allowed to fully prosecute this application on the merits on behalf of and as agent for the inventor.

If there is any question with respect to this Petition, kindly contact the undersigned attorney.

The fee for this Petition is being paid by the accompanying fee letter and check.

Respectfully submitted,



Regan L. Trumper  
Reg. No. 38,345  
Attorney for Applicant  
COWAN, LIEBOWITZ & LATMAN, P.C.  
1133 Avenue of the Americas  
New York, New York 10036-6799  
(212) 790-9200

Enclosures

08/604975 #2  
76 Rec'd PCT/PTO 25 MAR 1996

Attorney Docket No. ITI-169

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: KEVAN TAYLOR  
International Application No.: PCT/GB94/00995  
International Filing Date: 9 May 1994  
Serial No.: to be assigned  
Filed: Herewith  
For: LINING OF PIPELINES OR  
PASSAGEWAYS

Date: March 25, 1996

FEE LETTER FOR  
PETITION UNDER SECTION 1.17(h)

Hon. Commissioner of Patents and Trademarks  
Washington, D.C. 20231

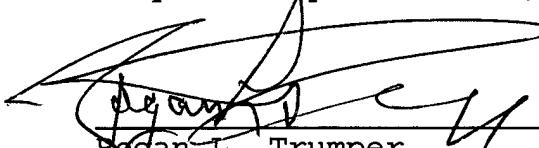
Sir:

The fee for the accompanying Petition Under Section 1.17(h) is being paid by the enclosed check in the amount of \$130.00.

Please charge any deficiencies, to the undersigned attorney's Deposit Account No. 03-3415.

A copy of this Fee Letter is enclosed.

Respectfully submitted,

  
Regan L. Trumper  
Reg. No. 38,345  
Attorney for Applicant  
COWAN, LIEBOWITZ & LATMAN, P.C.  
1133 Avenue of the Americas  
New York, New York 10036-6799  
(212) 790-5192 04/01/96 08604975  
1122 130.00 CK

Enclosure

Attorney Docket No. ITI-169

**DECLARATION, POWER OF ATTORNEY AND PETITION**

As an officer of the owner of the invention and Agent of the below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe that the below named inventor is the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**IMPROVEMENTS RELATING TO THE LINING  
OF PIPELINES OR PASSAGEWAYS**

the specification of which is attached hereto and was filed on 9 May 1994 as PCT/GB94/00995 and filed in the British Patent Office as British Application No. 9319832.3 on 25 September 1993.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, Section 1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, Section 119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed.

Prior Foreign Applications				
(Number)	(Country)	Day/Month/Year	Yes	No
9319832.3	Great Britain	25 Sept 1993	X	
PCT/GB94/00995	Great Britain	9 May 1994	X	

I hereby claim the benefit under Title 35, United States Code, Section 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, Section 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, Section 1.56 which occurred between the filing date of the prior application and the national or PCT international filing date of the application.

(App Ser No) (Filing Date) (Status)

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so

Attorney Docket No. ITI-169

made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

And I hereby appoint Michael I. Wolfson, Reg. No. 24,750, William H. Dippert, Reg. No. 26,723, Morey B. Wildes, Reg. No. 36,968 and Regan L. Trumper, Reg. No. 38,345, correspondence address:

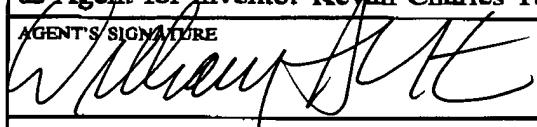
MICHAEL I. WOLFSON  
 Cowan, Liebowitz & Latman, P.C.  
 1133 Avenue of the Americas  
 New York, New York 10036

Telephone: (212) 790-9200

my attorney with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith.

Wherefore I pray that Letters Patent be granted for the invention or discovery described and claimed in the foregoing specification and claims, and I hereby subscribe my name to the foregoing specification and claims, declaration, power of attorney, and this petition.

FULL NAME OF INVENTOR <b>KEVAN CHARLES TAYLOR</b>	CITIZENSHIP <b>Great Britain</b>
RESIDENCE <b>3226 Knight Lane, Apartment No. 258, Memphis, TN 38115</b>	
POST OFFICE ADDRESS <b>3226 Knight Lane, Apartment No. 258, Memphis, TN 38115</b>	

FULL NAME OF AGENT <b>WILLIAM A. MARTIN as Agent for inventor Kevan Charles Taylor</b>	CITIZENSHIP <b>U.S.</b>
AGENT'S SIGNATURE 	DATE <b>3-20-96</b>
RESIDENCE <b>2128 Spring Hollow Lane, Germantown, TN 38139</b>	
POST OFFICE ADDRESS <b>2128 Spring Hollow Lane, Germantown, TN 38139</b>	

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Attorney Docket No. ITI-169

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: KEVAN TAYLOR  
 PCT Serial No.: PCT/GB94/0095  
 Priority Date: September 25, 1993  
 Serial No.: to be assigned  
 Filed: Herewith  
 For: LINING OF PIPELINES OR PASSAGEWAYS  
 Examiner:  
 Group Art Unit:

DECLARATION OF ANDREW M. DONLAN IN SUPPORT  
OF PETITION PURSUANT TO 37 C.F.R. § 1.47(B)

Hon. Commissioner of Patents  
 and Trademarks  
 Washington, D.C. 20231

S I R:

ANDREW M. DONLAN, hereby declares, as follows:

1. I am associated with Bailey Walsh & Co., 5 York Place, Leeds LS1 2SD, England, Chartered Patent Agents and European Patent Attorneys for Insituform Technologies, Inc. ("Insituform"), located at 1770 Kirby Parkway, Suite 300 Memphis, TN 38138, and all of its subsidiaries, in the United Kingdom.

2. Upon information and belief, Kevan Charles Taylor, the inventor of the above identified application, was employed in

RLT/RLT/20107/57/183998.01

the United Kingdom by Insituform Technical Services Limited, a U.K. subsidiary of Insituform and last resided in the United Kingdom at Cynon, Neweys Hill, Worcester, WR3 7D2, Great Britain.

11-~~12~~.

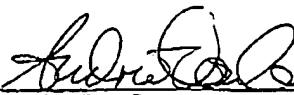
3. On January ~~21~~, 1996, pursuant to instructions from Cowan, Liebowitz & Latman, P.C., the U.S. attorneys for Insituform, I forward to Kevan Taylor an application Declaration and Assignment document for his signature for this application. A copy of my letter of transmittal is annexed as Exhibit A.

4. To date, I have not received any communication whatsoever from Mr. Taylor in relation to this matter. Exhibit B is a letter to Cowan, Liebowitz & Latman advising that to date I have been unable to contact Kevan Taylor in the U.K.

5. Based on the facts the inventor has not been reachable or locatable in the U.K. after I made a bona fide attempt to so locate, I, on behalf of Insituform, request acceptance of this application and petition and that Insituform be allowed to fully prosecute said application on the merits on behalf of and as agent for the inventor.

6. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or

imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.



Andrew M. Donlan

Andrew M. Donlan

Exhibit A

Mr K C Taylor  
Cynon  
Neweys Hill  
Worcester  
WR3 7D2

Our Ref: AD/6995  
11 January 1996

Dear Mr Taylor

Re: USA National Phase Patent Application  
Based on PCT/GB94/00995  
Instituform (Netherlands) BV  
Short-Tee Repair Systems for Laterals

As I am sure you will recall we have been in correspondence regarding the patent protection of the above invention. On the instructions of Instituform we have arranged for the filing of a National phase application in USA out of the above International Patent Application, a copy of which is attached hereto. To complete the necessary formalities for filing the US patent application would you please sign the enclosed Power of Attorney form where indicated and also the enclosed assignment form. If possible please sign the latter form before a notary public.

On completion of the forms please return them to me as soon as possible. Thank you in anticipation of your continued assistance in this matter.

Yours sincerely  
BAILEY WALSH & CO

ANDREW M DONLAN

Mr K C Taylor  
Cynon  
Neweys Hill  
Worcester  
WR3 7DZ

Our Ref: AD/SR/6995

9 February 1996  
8/3  
RECORDED DELIVERY

Dear Mr Taylor

Re: Canadian National Phase Application  
Based on International Patent Application  
No. PCT/GB94/00995 - Shortee Repair Systems for Laterals)

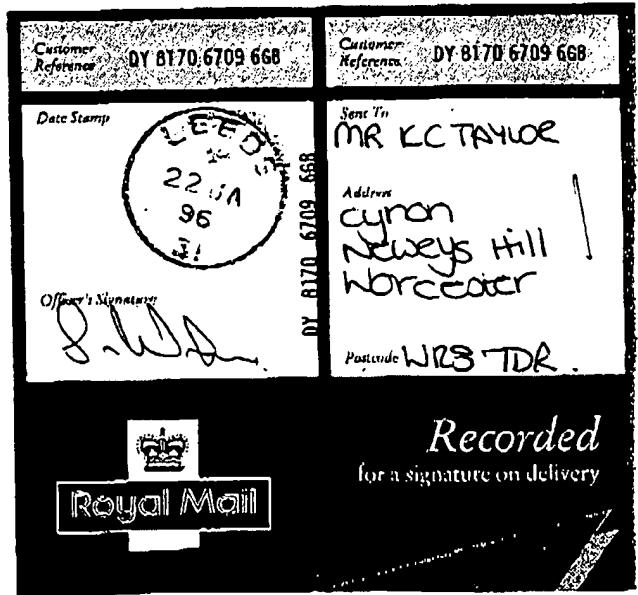
Further to my letter of 11 January 1996 relating to the U.S. equivalent case in relation to the above, please be informed that we have now received notification from our Canadian Associate that we require an Assignment to be completed by you in relation to the above application and we enclose the Assignment document herewith. Could you please arrange to sign this document before a witness and have the witness complete the witness statement on the form. It will be appreciated if you could return this document to me at your earliest convenience.

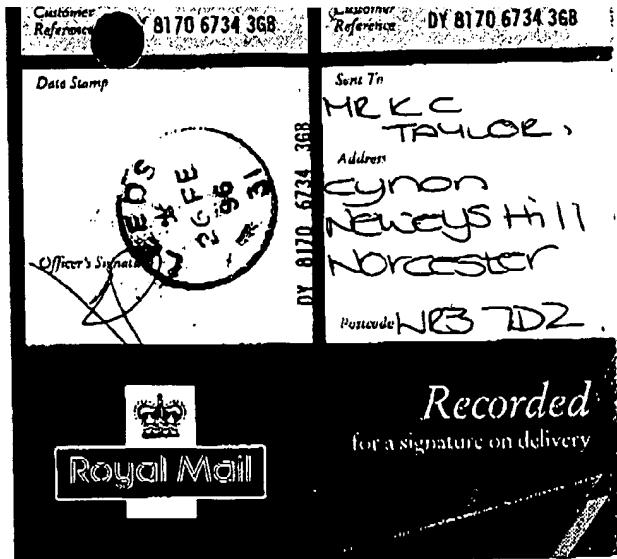
I would also remind you of my letter of 11 January 1996 enclosing a Power of Attorney and Declaration form and Assignment form in relation to the US application based on the above International application and would appreciate receiving that at your earliest convenience. If for some reason you are unwilling to complete this form it would be appreciated if you could let me know at your earliest convenience.

Yours sincerely  
BAILEY WALSH & CO

A DONLAN

Enc:





Mr K C Taylor  
Cynon  
Neweys Hill  
Worcester WR3 7DZ

Dear Mr Taylor

Re: Canadian and US National Phase Applications  
based on International Patent Application  
No PCT/GB94/00995 - Insituform Netherlands BV  
SHORTEE REPAIR SYSTEMS FOR LATERALS

I refer you to my letters 2nd January and 9th February 1996 in relation to the above and look forward to receiving the completed assignment documents at your earliest convenience.

Should you have any problems in relation to the completion of these documents it would be much appreciated if you could advise me accordingly at your earliest convenience.

Yours sincerely  
BAILEY WALSH & CO

A DONLAN

# BAILEY WALSH & CO

Chartered Patent Agents · European Patent Attorneys · Trade Mark Agents  
5 York Place, Leeds LS1 2SD.  
Telephone: Leeds (0113) 243 3824. Cables: 'Inventions' Leeds 1.  
Telex: 557830 WALPATG. Fax: (0113) 244 5699 or 246 0268

Exhibit B



Mr M Wolfson  
Cowan, Liebowitz & Latman P.C.  
1133 Avenue of the Americas  
New York NY 10036-6799  
USA

Our ref: AD/PW/6995  
26th February 1996

Dear Mike

**Re: US Patent Application based on International Patent  
Application No PCT/GB94/00995**  
**Inventor: Kevin Taylor**  
**Assignee: Insituform Netherlands BV**

Please be informed that we forwarded the assignment document for the US application on 22nd January 1996 and at present have not received any communication whatsoever from Mr Taylor in relation to this matter. We have also forwarded a Canadian Assignment form for completion by Mr Taylor and similarly no response has been received in relation to this matter. We will keep you informed of all further developments in relation to this matter and will of course provide you with any documentary evidence you require should you need to file documentation to show that Insituform Netherlands BV are the rightful owners of this invention.

I look forward to hearing from you in due course. Should you have any further enquiries in relation to this matter.

Yours sincerely  
BAILEY WALSH & CO

A. DONLAN



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Attorney Docket No. ITI-169

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: KEVAN TAYLOR  
PCT Serial No.: PCT/GB94/0095  
Priority Date: September 25, 1993  
Serial No.: to be assigned  
Filed: Herewith  
For: LINING OF PIPELINES OR PASSAGEWAYS

DECLARATION OF REGAN L. TRUMPER IN SUPPORT  
OF PETITION PURSUANT TO 37 C.F.R. § 1.47(B)

Hon. Commissioner of Patents  
and Trademarks  
Washington, D.C. 20231

S I R:

REGAN L. TRUMPER, hereby declares, as follows:

1. I am associated with Cowan, Liebowitz & Latman, 1133 Avenue of the Americas, New York, New York 10036, Patent Agents and Patent Attorneys for Insituform Technologies, Inc. ("Insituform"), located at 1770 Kirby Parkway, Suite 300 Memphis, TN 38138, and all of its subsidiaries, in the United Kingdom.

2. Upon information and belief, Kevan Charles Taylor, the inventor of the above identified application, in July, 1993, entered into an employment agreement with Insituform. The last known address of Kevan Taylor in the United States was 3226 Knight Lane, Apt. No. 258, Memphis, TN 38115.

3. On January 22, 1996, I forward to Kevan Taylor via Federal Express, at his last known address, an Assignment document for his signature for this application. A copy of my letter of transmittal is annexed as Exhibit A.

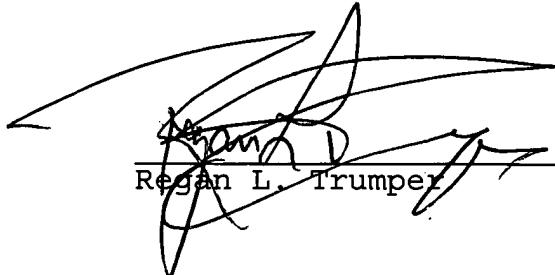
4. By notification dated February 21, 1996, Federal Express notified me that the package was undeliverable to Kevan Taylor at that address. A copy of this notification is annexed as Exhibit B.

5. To date, I have not received any communication whatsoever from Mr. Taylor in relation to this matter.

6. Based on the facts the inventor has not been reachable or locatable in the U.S. after I made a bona fide attempt to so locate, I, on behalf of Insituform, request acceptance of this application and petition and that Insituform be allowed to fully prosecute said application on the merits on behalf of and as agent for the inventor.

7. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may

jeopardize the validity of the application or any patent issued thereon.



Regan L. Trumper

# Cowan, Liebowitz & Latman, P.C.

LAW OFFICES

1133 Avenue of the Americas • New York, NY 10036-6799

Telephone (212) 790-9200 • Internet law@cll.com • Fax (212) 790-9300

Regan L. Trumper  
Direct (212) 790-9245  
rit@cll.com

February 9, 1996

## FEDERAL EXPRESS

Mr. Kevan Taylor  
3226 Knight Lane  
Apartment No. 258  
Memphis, TN 38115

Re: National Phase application in the U.S.  
Based on International Patent Application  
No. PCT/GB94/00955  
LINING OF PIPELINES AND PASSAGEWAYS (Short-Tee  
Repair)  
Insituform (Netherlands) BV  
Our Ref. ITI-169 (20107.69)

Dear Mr. Taylor:

Attached you will find an Assignment form for the filing of the U.S. application for the above identified application. This application corresponds to the same previous application which was filed in the PCT.

We ask that you sign this Application and have your signature notarized. Thereafter, please return the executed document to us so that we can have it properly filed with the Patent and Trademark Office.

We look forward to your prompt response and should you have any questions, please do not hesitate to contact us.

~~Sincerely yours,~~  
~~Regan L. Trumper~~  
Regan L. Trumper

Enclosure



Date: 2-21-96

Cowan Liebowitz Lodman  
1133 Ave. of Americas  
NEW YORK NY 10036  
Attn: Regan Tumper

Ref. FEC AB# 7577119826

Dear Customer:

Your shipment dated 2-9-96 to Kevan Taylor  
was undeliverable for the following reason(s):

- Recipient did not pick-up package
- Unable to locate recipient
- Incorrect address
- Package refused by recipient
- Recipient not in on several delivery attempts
- Business closed
- Damaged - Delivery refused
- International Air Waybill/Commercial Invoice
- Dangerous Goods/ Incomplete paperwork
- Package received at Destination Station without airbill
- Other \_\_\_\_\_

We are returning this shipment to you at no additional charge via our Economy/ Two Day Service. Please call us at 1-800-238-5355 if you have any further questions regarding this matter. Thank you.

Sincerely,

Customer Service  
Federal Express Corporation

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Attorney Docket No. ITI-169

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: KEVAN TAYLOR  
International Application No.: PCT/GB94/00995  
International Filing Date: 9 May 1994  
Serial No.: to be assigned  
Filed: Herewith  
For: LINING OF PIPELINES OR  
PASSAGEWAYS

**DECLARATION OF WILLIAM A. MARTIN IN SUPPORT  
OF PETITION PURSUANT TO 37 C.F.R. § 1.47(B)**

Hon. Commissioner of Patents and Trademarks  
Washington, D.C. 20231

S I R:

WILLIAM A. MARTIN, hereby declares as follows:

1. I am Senior Vice President, Chief Financial Officer and Assistant Secretary of Insituform Technologies, Inc. ("ITI") of 1770 Kirby Parkway, Suite 300, Memphis, Tennessee 38138, the parent Insituform company; Treasurer and Secretary of INA Acquisition Corp. ("INAC") a wholly owned subsidiary of ITI which is a holding company for many ITI foreign subsidiaries, including Insituform Technologies Limited and Insituform Licensees B.V.; Vice President, Treasurer and Secretary of Insituform (Netherlands) B.V. a wholly owned subsidiary of ITI which hold ITI intellectual property rights in the United States; and Vice President of Insituform Technologies Ltd. the parent company for Insituform Technical Services Ltd.

RLT/AMC/20107/69/192638.01

2. Attached as Exhibit A is a copy of an Agreement between Kevan Taylor, the named inventor herein and ITI dated July 19, 1993.

3. Prior to the employment with ITI, Kevan Taylor was employed by Insituform Technical Services Ltd in the UK and his original British application No. 9319832.3 and PCT Application, PCT/GB94/00995 was filed in the name of INA Acquisition Corp for all states except AU, CA, NZ, US and by Kevan Taylor as Inventor/Applicant for the U.S. only.

4. The invention and application in the United States is to be owned by Insituform (Netherlands) B.V. by virtue of Kevan Taylor's employment Insituform Technical Services Ltd. and with ITI.

5. Page 4, paragraph 13(a) of the Agreement between Kevan Taylor and ITI provides for Mr. Taylor to assign to ITI all inventions as follows:

(a) Subject to the Patent Act of 1977 and the Copyright, Designs and Patents Act 1988 any invention, design or copyright work produced by the Employee during the course of the Employee's employment with the Company whether or not in the course of the Employee's duties will be the exclusive property of the Company. For purposes of section 39(1)(b) Patents Act 1977 the Employee will be deemed to have a special obligation to further the interests of the Company provided that this subclause will not derogate from the Employee's statutory rights in relation to such inventions. In relation to such work the Employee irrevocably waives all moral rights and undertakes, at the expenses of the Company, to execute any formal and additional assignment required by the Company to confirm the vesting in it of all

rights in any such invention, design or copyright work.

6. Based on these fact from the business records of the ITI, Kevan Taylor was under an obligation to assign this invention to ITI.

7. I, on behalf of the Insituform companies, request acceptance of this application and petition and that Insituform be allowed to fully prosecute said application on the merits on behalf of and as agent for the inventor.

8. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.



\_\_\_\_\_  
William A. Martin

Dated: March 20, 1996  
Memphis, Tennessee



## **EMPLOYMENT AGREEMENT**

This Agreement is made the 19th day of July 1993 between Insituform Technologies, Inc., 1770 Kirby Parkway, Suite 300, Memphis, Tennessee 38138 (the "Company") and Kevan Taylor residing at 4 Purbeck Road, Rushden, Northants NN10 9UH, England (the "Employee").

### **IT IS HEREBY AGREED AS FOLLOWS:**

1. The Employee is employed by the Company in the position of Technology Transfer Manager or in such other capacity as the Company may reasonably require and the duties of the position will involve:
  - (1) technology transfer to licensees worldwide;
  - (2) management of technology transfer team (contracts);
  - (3) negotiation of sales of specialized related equipment;
  - (4) liaison with all General Managers and technical consultants including Research and development.

The Employee will attend and work at any of the Company's locations in the United Kingdom as determined from time to time by SBU (Strategic Business Unit) Product Management and will travel to and work at such places (whether within or outside the United Kingdom) in the manner and on the occasions required from time to time by the Company provided that the Company will not, without the Employee's prior consent, require the Employee to reside or work (other than temporarily) outside the United Kingdom. During the Employee's employment, the Employee will work from home or, a mutually agreed location until further notice, utilizing secretarial services at Insituform Permaline and ITI Memphis.

2. The Employee's employment with Insituform Group Limited will count towards continuity of employment with the Company. The Employee will participate in all standard Company benefit programs appropriate for the United Kingdom. Accordingly, the Employee's period of continuous employment commenced on December 4, 1989. The Employee's employment is subject to termination by either party on not less than three (3) months written notice (or the statutory minimum period of notice if greater) to be given at any time. The Company reserves the right to terminate the Employee's employment by payment in lieu of notice.
3. The Employee will be required to work such hours as may be necessary for the proper discharge of the Employee's duties hereunder. The Employee's normal working hours will be 9:00 a.m. to 5:30 p.m., Monday to Friday.
4. The Employee's annual salary will be £36,250 per annum, commencing August 1, 1993, (the "Effective Date") which shall accrue from day to day and be payable in arrears by equal monthly installments on the 24th day of each month. The Employee's annual salary will be reviewed from time to time and the rate thereof may be increased with effect from any such review date. It is understood that the first such review will be six months from the Effective Date of this Agreement.
5. In addition to the usual bank and public holidays the Employee will be entitled to 25 working days holiday in each year to be taken at a time or times to be agreed upon with the Company. In the year in which the Employee's employment with the Company commences and terminates the Employee's holiday entitlement will be pro rata to the annual entitlement. The holiday year shall run from the 1st of January to the 31st of December. Holiday may be carried forward from the previous year up to the 5th of May of the following year. On termination of employment a payment in lieu of any untaken holiday will be made and if the

Employee has taken holiday in excess of the Employee's entitlement the Company reserves the right to make a deduction from the Employee's final salary payment.

6. If the Employee is absent from the Employee's duties hereunder owing to illness or injury the Employee must report this fact promptly to his immediate superior and will on request complete a self-certification form. For any absence exceeding 7 days the Employee will produce a doctor's certificate. Subject to compliance with these provisions, the Company, at its discretion, will continue to pay the Employee at the Employee's normal rate of salary less any statutory sick pay and any social security benefits to which the Employee may be entitled.
7. There is a pension scheme in operation in relation to the Employee's employment hereunder which is held now by Allied Dunbar. A contracting out certificate pursuant to the provisions of the Social Security Pensions Act 1975 is in force in respect of the Employee's employment hereunder.
8. The Company will pay for the provision to the Employee of the following insurance and other benefits, particulars of which may be obtained from the Company:
  - (a) Medical insurance in accordance with arrangements made between the Company and PPP, Ltd.;
  - (b) Life Assurance with Sun Alliance; and,
  - (c) Permanent Health Insurance with [ \_\_\_\_\_ ].
9. The Company will provide the Employee with a motor car for the Employee's business and personal use during the continuance of the Employee's employment. The Company will pay all taxation, insurance premium, maintenance expenses and all petrol oil and other running expenses. The Employee will pay for petrol

and oil required when the car is used for holidays. The car will be replaced in accordance with the Company's policy on cars.

10. On production of appropriate receipts, the Company will reimburse the Employee for all travelling, hotel, entertainment and other expenses properly and reasonably incurred by the Employee in the performance of the Employee's duties hereunder.
11. Should it become necessary to institute any disciplinary action against the Employee this will be done in the first instance by his immediate superior. The type of conduct which may lead to disciplinary action includes poor time-keeping, absenteeism and sub-standard work performance. The Company reserves the right to terminate the Employee's employment without notice in the event of any serious misconduct. Examples of serious misconduct include dishonesty, misuse of any of the Company's proprietary information and unauthorized absence.
12. If the Employee has any problem or grievance pertaining to the Employee's employment or any disciplinary action taken against the Employee, the Employee should discuss it in the first instance with the Employee's immediate superior.
13. (a) Subject to the Patent Act of 1977 and the Copyright, Designs and Patents Act 1988 any invention, design or copyright work produced by the Employee during the course of the Employee's employment with the Company whether or not in the course of the Employee's duties will be the exclusive property of the Company. For purposes of section 39(1)(b) Patents Act 1977 the Employee will be deemed to have a special obligation to further the interests of the Company provided that this sub-clause will not derogate from the Employee's statutory rights in relation to such inventions. In relation to such work the Employee irrevocably waives all moral rights and undertakes, at the expenses of the Company, to

execute any formal and additional assignment required by the Company to confirm the vesting in it of all rights in any such invention, design or copyright work.

(b) To secure the Employee's obligations hereunder the Employee hereby irrevocably appoints the Company to be the Employee's attorney and in the Employee's name and on the Employee's behalf to execute any such instrument or do any such thing and generally to use the Employee's name for the purpose of giving to the Company or its nominee the full benefit of the provisions of this clause and with respect to any third party a certificate in writing signed by any director or the company secretary and any instrument or act falls within the authority hereby conferred will be conclusive evidence that such is the case.

- 14.** The Employee will be expected to devote best efforts to the position with the Company and the Employee shall not, without the prior written consent of his immediate superior, engage in any other employment or activities which may conflict with the Employee's obligations to the Company.
- 15.** Both during the Employee's employment and after its termination the Employee will keep secret and will not use, disclose or divulge to any third party any of the trade secrets of the Company or any confidential information or information concerning the business, affairs, finance, products, research customers or trade connections of the Company. The Employee will also use best endeavors to prevent the unauthorized publication or disclosure or any such secret, knowledge or information.
- 16.** Upon the termination of employment the Employee will immediately deliver up to the Company all property belonging to it which is or has been in the Employee's possession or under the Employee's control.

17. The Company has the right at any time to set off against any monies due to the Employee, all sums owing by the Employee to the Company, whatsoever arising.

18. This Agreement will be governed by English law.

IN WITNESS WHEREOF this document has been executed as a deed the day and year first before written.

**SIGNED AND DELIVERED**

as a Deed by  
Kevan Taylor  
in the presence of:

K. Taylor 19<sup>th</sup> July 93  
Scott W. Triplett 19<sup>th</sup> July 93

**EXECUTED** as a Deed by

F. Thomas Driver, P.E.  
Senior Vice President-Manufacturing  
for an on behalf of  
Instituform Technologies, Inc.  
in the presence of:

F. T. Driver 19<sup>th</sup> July 93  
Scott W. Triplett 19<sup>th</sup> July 93